

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

Intercurrency Software LLC,

Plaintiff,

v.

**Charles River Systems, Inc. (d/b/a
Charles River Development), State
Street Bank and Trust Company and
State Street Corporation,**

Defendants.

Case No. 2:24-cv-0079

Jury Trial Demanded

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Intercurrency Software LLC (“Intercurrency” or “Plaintiff”) hereby files this First Amended Complaint for Patent Infringement against Charles River Systems, Inc. (d/b/a Charles River Development), State Street Bank and Trust Company and State Street Corporation, and alleges, upon information and belief, as follows:

THE PARTIES

1. Intercurrency Software LLC is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business at 3333 Preston Road, Suite 300, Frisco, Texas 75034.
2. Defendant Charles River Systems, Inc. (d/b/a Charles River Development) (“CRD”) is a Massachusetts corporation with a regular, physical place of business in this District. Its registered agent for service is either (1) C T Corporation System located at 1999 Bryan St., Ste. 900, Dallas,

TX 75201, or (2) the Texas Secretary of State, which is directed to mail service to an individual, George W. Thibeault, located at 10 Post Office Square, Boston, MA 02109.

3. Defendant State Street Bank and Trust Company is a Massachusetts corporation with a regular, physical place of business in this District. Its registered agent for service is either (1) C T Corporation System located at 1999 Bryan St., Ste. 900, Dallas, TX 75201, or (2) the Texas Secretary of State, which is directed to mail service to an individual, George W. Thibeault, located at 10 Post Office Square, Boston, MA 02109.
4. Defendant State Street Corporation is a Massachusetts corporation with a regular, physical place of business in this District. Its registered agent for service is C T Corporation System located at 155 Federal Street, Suite 700, Boston, MA 02110.
5. Upon information and belief, State Street Corporation directs and controls the decisions of State Street Bank and Trust Company regarding the Accused Instrumentalities. Alternatively, they are alter egos of each other, or engaged in a joint enterprise, to exploit and monetize the Accused Instrumentalities in the United States, including within this Judicial District, and are jointly and severally liable to Plaintiff for all damages resulting therefrom. They will be collectively referred to as the “State Street Entities.”
6. Upon information and belief, the State Street Entities direct and control the decisions of CRD regarding the Accused Instrumentalities. Alternatively, they are alter egos of each other, or engaged in a joint enterprise, to exploit and monetize the Accused Instrumentalities in the United States, including within this Judicial District, and are jointly and severally liable to Plaintiff for all damages resulting therefrom.

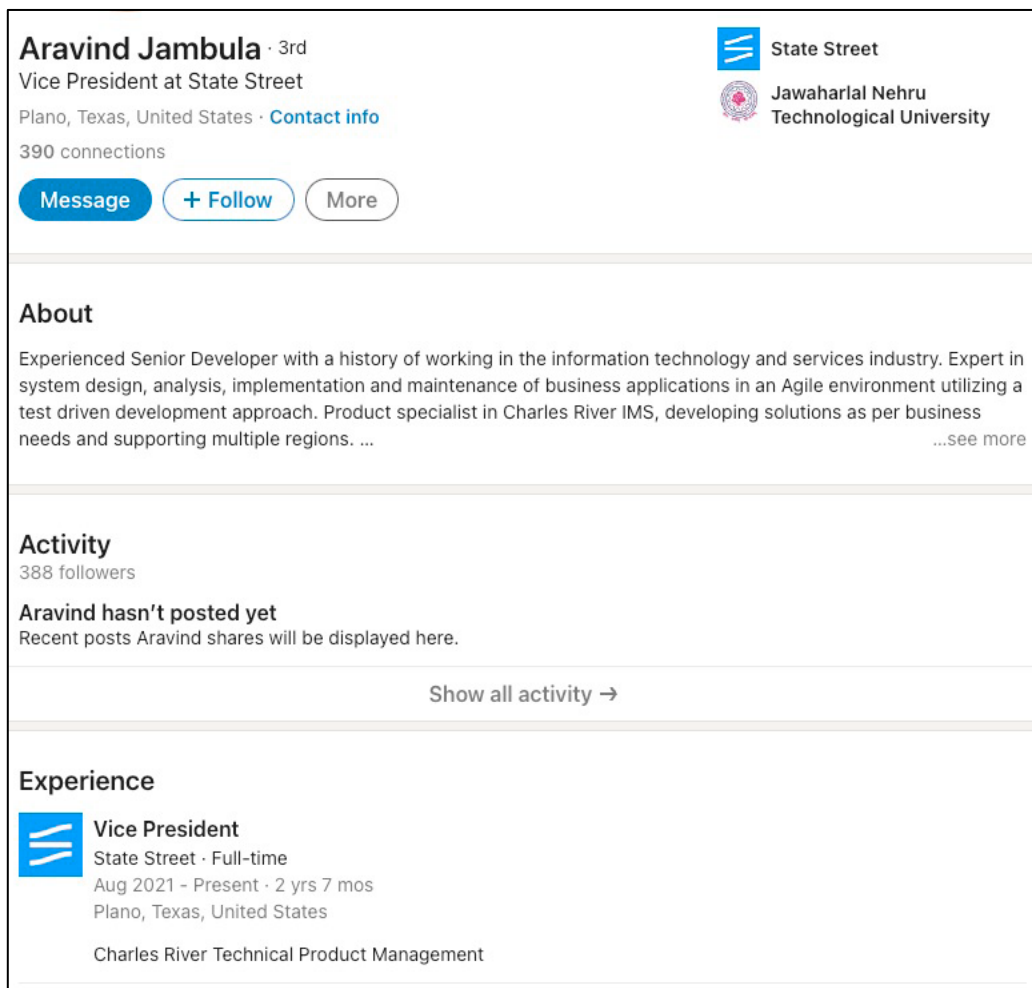
7. Because of allegations of direction and control by, along with the allegations of alter ego or joint enterprise, the allegations herein are made against Charles River Systems, Inc., State Street Bank and Trust Company and State Street Corporation collectively as “Defendant.”
8. Alternatively it is alleged Charles River Systems, Inc., State Street Bank and Trust Company and State Street Corporation each act independently so that they are jointly and severally liable for the allegations herein.

JURISDICTION AND VENUE

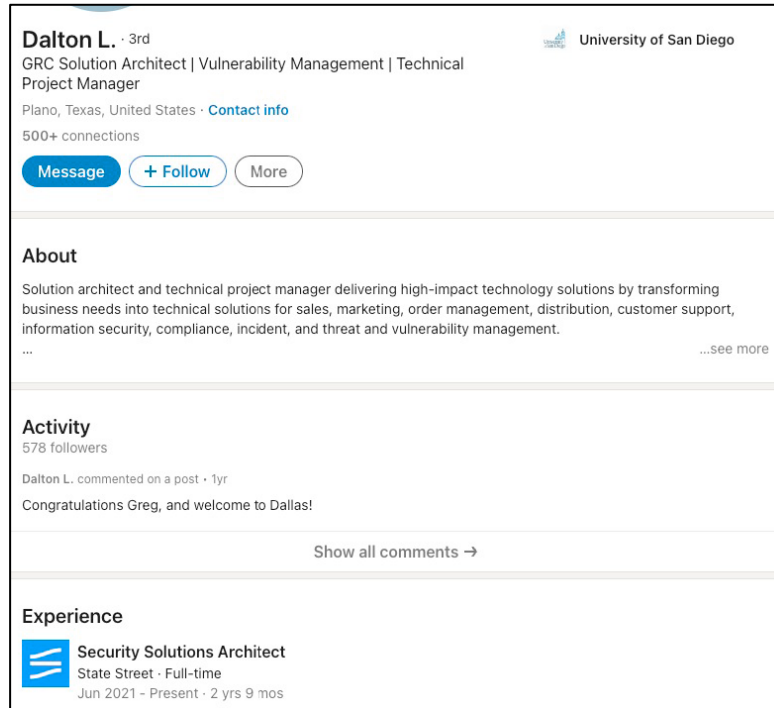
9. This Court has subject matter jurisdiction over this case under 28 U.S.C. §§ 1331 and 1338(a).
10. This Court has personal jurisdiction over Defendant. Defendant has continuous and systematic business contacts with the State of Texas. Defendant transacts business within this District and elsewhere in the State of Texas. Further, this Court has personal jurisdiction over Defendant based on its commission of one or more acts of infringement of patent-in-suit in this District and elsewhere in the State of Texas.
11. Upon information and belief, Defendant transacts substantial business in the State of Texas and this Judicial District. Defendant has committed acts of infringement in this District by, among other things, offering to sell and selling products that infringe the asserted patents, including the accused products as alleged herein, as well as providing service and support to its customers in this District. Upon information and belief, Defendant, directly or indirectly, participates in the stream of commerce that results in products, including the accused products, being made, used, offered for sale, and/or sold in the State of Texas and/or imported into the United States to the State of Texas.
12. Defendant maintains regular, physical, continuous, and established places of businesses, including data servers and employees servicing those data servers in this District, which Defendant has

established, ratified, and controlled; have employed people to conduct their business from this District; and from which they have willfully infringed the Asserted Patents in order to benefit themselves in this District. Defendant commits acts of infringement in this District, including as explained further below by making and using the infringing systems in, and performing at least one step of the accused methods of the Asserted Patents, at their regular and established places of business in this District.

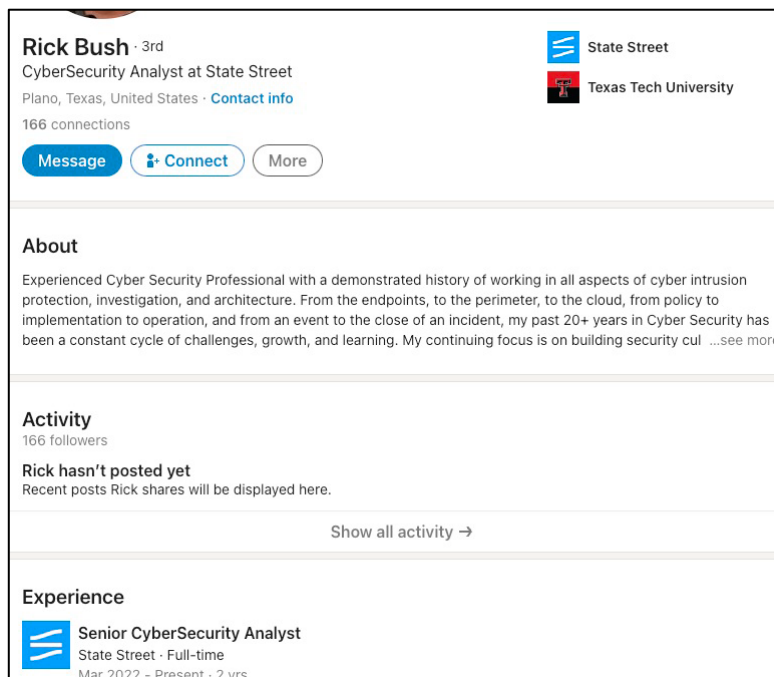
13. As shown below, the State Street Entities have employees in the Eastern District of Texas:



See <https://www.linkedin.com/in/mike-griffin-6775a8b6/> (screenshot of Aravind Jambula's LinkedIn page, as Vice President in software development, located in Plano, Texas, of Defendant).



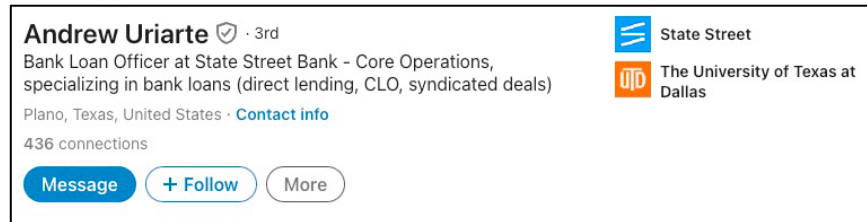
See <https://www.linkedin.com/in/daltonlytle/> (screenshot of Dalton L.'s LinkedIn page, as software architect, located in Plano, Texas of Defendant).



See <https://www.linkedin.com/in/ricklbush/> (screenshot of Rich Bush's LinkedIn page, as cyber security analyst, located in Plano, Texas of Defendant).

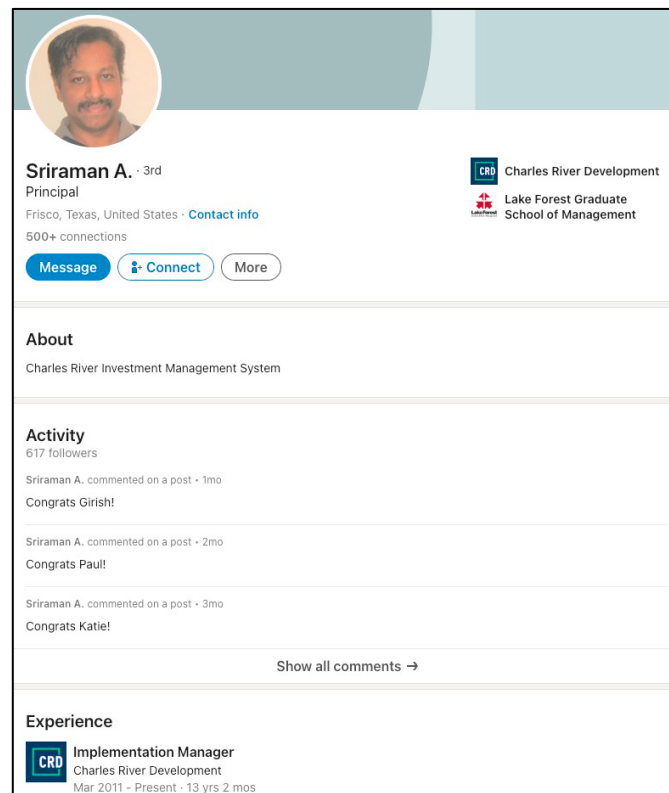


See <https://www.linkedin.com/in/r-jajula-076597192/> (screenshot of R. Jajula's LinkedIn page, as software developer, located in Plano, Texas of Defendant).



See <https://www.linkedin.com/in/andrew-uriarte-68a91976/> (screenshot of Andrew Uriarte's LinkedIn page, as Bank Loan Officer, located in Plano, Texas of Defendant).

14. As shown below, CRD has employees in the Eastern District of Texas:



See <https://www.linkedin.com/in/sriramanatchoudanarayanan/> (screenshot of 13 year CRD Principal's LinkedIn page located in this District).

Gopala Krishna (He/Him) · 3rd
 Principle Developer with extensive Investment Management/Portfolio Optimization Development Experience
 Prosper, Texas, United States · [Contact info](#)
 351 connections
[Message](#) [+ Follow](#) [More](#)

About

I am a Certified Scrum Master (CSM) with an MS in Computer Science who drives continuous business growth, increases accuracy and reliability of systems, and raises customer satisfaction to transform companies into top industry competitors. During my 15+ years of experience in IT and Finance, I have led complex, cross-team projects to drive execution of large-scale project plans and propel successful collaborations between both technical and non-technical professionals and customers.

As an experienced software development technical lead, I am versed in the latest technology advancements and industry trends. I am proficient in a variety of tools, including Visual Studio, Arduino, DevExpress, SQL, T-SQL, Visual Basic, Jira, NUnit, JavaScript, C++, and C#. I also hold a certification in Scrum from the Scrum Alliance. My certification and experience grant me the ability to build highly efficient teams, optimize cross-functional operations, and strategize projects in varying schedules.

As a technical lead and software engineer, I take pride in enhancing operations and developing expert teams to produce leading industry solutions. In my current role as Technical Team Lead at Charles River Development, I increased customer satisfaction and sales revenue by optimizing workflows, and guaranteeing on-time service deliveries. In developing effective workflows, operations, and teams, I established a continuous revenue source for the company.

Key Strengths: Project Management | Team Management | Change Control | Software Development | System Analysis | Portfolio Management Software | Trading Systems | Engineering | Programming | IT Architecture | Databases | Applications | Source Code Control Systems | MS Visual Studio | Confluence | Jira | TeamCity | Arduino | DevExpress | SQL | Visual Basic (VB.NET) | NUnit | NUnit | JavaScript | C++ | C#

Activity
 354 followers
[Posts](#) [Comments](#)

Gopala Krishna posted this · 9mo

Am I the only one who finds it amusing that ChatGpt(and other such models) is just playing word association with us. And we are in a giant game without realizing it. Is this extra proof that we are in a simulation?

7 1 comment

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Experience

CRD **Principal Software Engineer**
 Charles River Development
 Mar 2023 - Present · 1 yr 2 mos

CRD **Charles River Development**
 10 yrs 9 mos

- Technical Team Lead/Scrum Master, Risk, Risk Optimization and Scenario Analysis**
 Full-time
 Mar 2021 - Sep 2022 · 1 yr 7 mos
 Facilitate effective collaboration between business and tech by translating requirements into technical plans. Grow sales by managing risk calculations, scenario analysis, and MSC/Barra One integration.... [see more](#)
 Jira, SQL and +13 skills
- Principal Software Engineer**
 May 2018 - Mar 2021 · 2 yrs 11 mos
 Burlington, MA
 Optimized productivity and efficiency by training senior and junior developers on best software and code review practices to increase adherence to SOLID principles, reduce bugs in technical solutions, € ...[see more](#)
 SQL, C# and +13 skills
- Senior Software Engineer**
 Jan 2012 - Apr 2018 · 6 yrs 4 mos
 Burlington, MA
 Enhanced usability and performance of manager workbench by rebuilding it from the ground up
 Enhanced product quality through peer code reviews and extensive test coverage, providing a sc ...[see more](#)

See <https://www.linkedin.com/in/krishna-gopala/> (screenshot of 12 year CRD Principal Software Engineer's LinkedIn page located in this District).

15. As shown above, all of these employees are located in this District. Their locations within the Eastern District of Texas are important to the business performed and the defendants had intention to maintain some place of business in the Eastern District of Texas in the event any employees decided to terminate their residences as a place there.
16. Defendant's employees also do not merely possess inventory. Their use in the Eastern District of Texas is part of Defendant's services to its Eastern District of Texas business, a job that falls on these employees. When sample products or inventory arrive at these employees' places of businesses, they then visit local customers to deliver or show the samples.
17. Defendant has further solicited employees in public advertisements to cover the challenged venue area and preferred that those employees live in their assigned area. Their locations within the Eastern District of Texas are important to the business performed and defendant had intention to maintain some place of business in the Eastern District of Texas in the event any employees decided to terminate their residences as a place there.

PATENTS-IN-SUIT

18. Plaintiff is the sole and exclusive owner, by assignment, of U.S. Patent 10,062,107 (the "'107 Patent"), U.S. Patent 10,776,863 (the "'863 Patent"), and U.S. Patent 11,449,930 (the "'930 Patent") (hereinafter collectively referred to as the "Patents-in-Suit").
19. By written instruments duly filed with the United States Patent and Trademark Office, Plaintiff is assigned all rights, title, and interest in the Patents-in-Suit. As such, Plaintiff has sole and exclusive standing to assert the Patents-in-Suit and to bring these causes of action.
20. The Patents-in-Suit are valid, enforceable, and were duly issued in full compliance with Title 35 of the United States Code.

21. The Patents-in-Suit have been cited patents issued to well-known industry leaders, including industry giant Bank of America.
22. The Patents-in-Suit each include numerous claims defining distinct inventions. No single claim is representative of any other. Each claim of the Patents-in-Suit recite distinct claim limitations that further define variations of the inventiveness of the claimed subject matter. For example, independent claim 12 of the '930 patent recites “wherein the trading server causes a display of a market value of the asset in second currency in reference to a setting of the second currency by the trader” and “wherein costs and fees in the settlement are not identical to the displayed costs and fees before the transaction of the asset took place,” which are not present at all in the '107 Patent. '930 patent, cl. 12. In addition, independent claims 1 and 6 of the '863 patent recites the steps of “coupling a trading server to one or more currency exchange servers and one or more market exchange servers” and “receiving a price of the asset being traded over the market exchange server, the price shown in the trading server being in the preferred currency in conjunction with the calculated prevailing currency exchange rate.” '863 patent, cls. 1, 6.
23. The priority date of each of the Patents-in-Suit is at least as early as April 18, 2007. The Patents-in-Suit generally relate to the area of transactions in finance. More particularly, the Patents-in-Suit are related to systems and methods for providing a consolidated trading platform allowing traders to trade various assets in a preferred currency regardless where and in what currency the asset is typically traded. As of the priority date, the inventions as claimed were novel, non-obvious, unconventional, and non-routine. Indeed, the Patents-in-Suit overcame a number of specific technological problems in the industry and provided specific technological solutions.
24. By way of example, as of the date of invention, the prior art of financial service providers which allowed foreign investors to trade U.S. securities required the trades to be done in U.S. currency,

which required the use of foreign currency exchange brokers before and after trading to realize profits. This did not allow foreign investors to have “certain knowledge of what profit or loss he was going to get because the currency exchange rate must be obtained for a bulk amount at another time, which may fluctuate significantly enough to affect the ultimate profit or loss.” *See* ’107 Patent, Col. 1, ll. 38-60.

25. The prior art did not perform the “the currency conversion [sic] at a transactional level ... so that a trader or investor knows exactly what profit or loss may occur with a transaction.” The prior art did not “show prices as well as conduct all transactions in a currency preferred by an investor, regardless of whatever currency being used in the primary market for the security/asset.” *Id.*, Col. 1, ll. 61-7 and Col. 2, ll. 1-3.
26. To overcome the above deficiencies in the prior art, The Patents-in-Suit provided “methods, processes and systems for conducting security transactions in a preferred currency, regardless of what original or market currency the securities are being traded in and where the transaction may take place.” *Id.*, Col. 2, ll. 15-9.
27. To do so, the Patents-in-Suit, unlike the prior art, provide “a three-tier architecture [sic] which includes a brokerage, a market exchange where securities/assets are traded, and a currency exchange where amounts in one currency can be converted to corresponding amounts in another currency at prevailing rates,” which “presents all prices, market data, P&L estimates, and transaction results or settlements in a preferred currency, in conjunction with the market exchange and the currency exchange.” *Id.*, Col. 2, ll. 24-33.
28. Again, unlike prior art methods and systems, the Patents-in-Suit provide methods and systems so that “a trader always knows exactly what he/she may end up with a transaction of an asset [and]

when the transaction of the asset is performed, the consolidated trading platform can also perform a currency conversion automatically based on specified conditions.” *Id.*, Col. 2, ll. 33-8.

29. The inventions of the Patents-in-Suit also contemplate that “orders with conditions (*e.g.*, a limit order, or a stop order) are only executed when the conditions are met with reference to the market price from the market exchange together with the currency exchange rate from the currency exchange.” *Id.*, Col. 2, ll. 45-9.
30. Moreover, any arguments relating to eligibility as may be made by Defendant here are necessarily merely cumulative with those already considered, and rejected, by the Patent Examiners in allowing the Patents-in-Suit. *See, e.g., Technology Licensing Corp. v. Videotek, Inc.*, 545 F.3d 1316, 1337 (Fed. Cir. 2008); *Stone Basket Innov. v. Cook Medical*, 892 F.3d 1175, 1179 (Fed. Cir. 2018).
31. The claims of the Patents-in-Suit are not drawn to laws of nature, natural phenomena, or abstract ideas. Although the systems and methods claimed in the Asserted Patents are ubiquitous now (and, as a result, are widely infringed), the specific combinations of elements, as recited in the claims, were not conventional or routine at the time of the invention. Indeed, the Patents-in-Suit allow for a trading server coupled to a market and currency exchange server, wherein the costs and fees associated with the trading server are dynamically changed in accordance with the prevailing exchange rate updated constantly. This is a solution to the technical problem facing the industry in 2007 associated with the difficulty of a trader - before a trade which involves different currencies - having some knowledge of the updated costs and fees associated with the trade. The prior art systems could not technically perform and provide that solution.
32. Further, the Patents-in-Suit utilize an unconventional specialty trading server, wherein the trading server is coupled to a market and currency exchange server, wherein the costs and fees associated

with the trading server are dynamically changed in accordance with the prevailing exchange rate updated constantly, in order to provide the technical improvement over existing trading systems that were previously used in brokerage firms (*e.g.*, Charles Schwab). Thus, the Patents-in-Suit recite a technical solution to a problem arising in the realm of computing networks in finance, which is significantly more than an abstract idea.

33. Indeed, when buying and selling a stock, speed and accuracy are both critically important and are captured in the asserted claims, as the inventor created a Graphical-User-Interface design that helps a trader buy and sell a stock with certainty even the currency exchange rates fluctuate rapidly, which humans and previous trading systems could not technically perform at all.
34. Thus, the Patents-in-Suit have a clear, concrete and tangible form in that they are directed to providing utilize an unconventional specialty trading server coupled to a market and currency exchange server, wherein the costs and fees associated with the trading server are dynamically changed in accordance with the prevailing exchange rate updated constantly, with tangible and concrete hardware that has been adapted for that purpose.
35. Further, the claims of the Patents-in-Suit contain inventive concepts. Even if a court ruled the underlying aspects to be abstract, the inventive concepts disclosed in sufficient detail would transform the claims into patent-eligible subject matter.
36. In particular, the Patents-in-Suit are tied to a utilize an unconventional specialty trading server that is linked to both currency exchange server and market exchange server. 863 Patent, Cl. 1. Within the trading server, “costs and fees are dynamically changed in accordance with the prevailing exchange rate updated constantly.” ’930 Patent, Cl. 12. The Asserted Claims are also tied to a memory device and a transmitter. The use of a specialized server and a transmitter are essential to the operation of the claimed systems.

37. The Patents-in-Suit claim a “trading server” that is not an “off-the-shelf generic computer component,” but rather a specialized trading server coupled to a market and currency exchange server, wherein the costs and fees associated with the trading server are dynamically changed in accordance with the prevailing exchange rate updated constantly. The Patents-in-Suit claim a “trading server” that is certainly a specialized computer. The trading server includes the transmission of “costs and fees [that] are dynamically changed in accordance with the prevailing exchange rate updated constantly.” ’930 Patent, Cl. 12.
38. Patent Examiners investigated fields of art exactly relevant to the patented inventions, such as G06Q40/00 and G06Q40/04.
39. Specifically, the examiner investigated G06Q40/00, which covers subject matter drawn to a computerized arrangement for planning the disposition or use of funds or securities, or extension of credit; data processing systems or processes specially adapted for financial applications, *e.g.* management of monetary assets in data processing systems or on-line banking, electronic funds transfer (eft) systems, financial or exchange applications, *e.g.* trading stock, options, ordering of stock, index balancing investment, *e.g.* fund management, and portfolio management.
40. Additionally, the examiner also performed searches in the field of G06Q40/04, which covers the trading or exchange of securities or commodities within an organized system; data processing systems or processes specially adapted for trading in the context of stock, FX exchanges, *e.g.* trading of stocks and currency exchange; Stock exchange applications, *e.g.* Trading stock, options, ordering of stock, general stock trading administration Foreign exchange, *e.g.* currency trading and currency exchange.
41. The claims of the Patents-in-Suit are patent eligible under 35 U.S.C. § 101, 102, 103, and 112, as reflected by the fact that three different Patent Examiners all agreed and allowed the Patents-in-

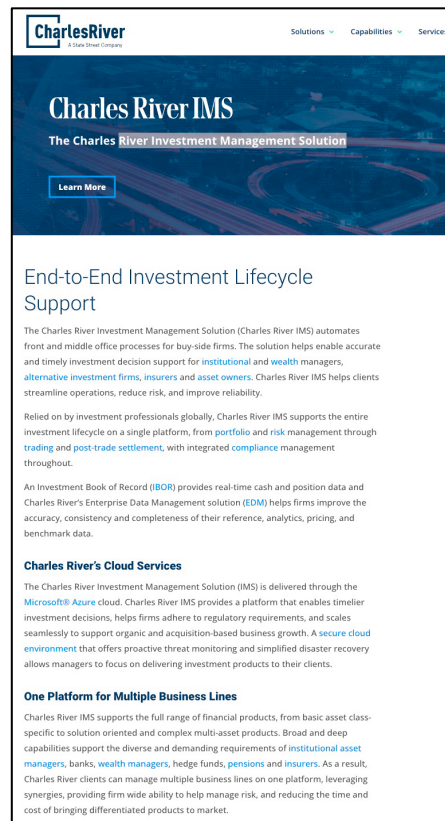
Suit over extensive prior art as disclosed and of record during the prosecution of the Patents-in-Suit. *See Stone Basket Innov.*, 892 F.3d at 1179 (“when prior art is listed on the face of a patent, the examiner is presumed to have considered it”) (citing *Shire LLC v. Amneal Pharm., LLC*, 802 F.3d 1301, 1307 (Fed. Cir. 2015)); *Exmark Mfg. v. Briggs & Stratton*, 879 F.3d 1332, 1342 (Fed. Cir. 2018).

42. After giving full proper credit to the prior art and having conducted a thorough search for all relevant art and having fully considered the most relevant art known at the time, the United States Patent Examiners allowed all of the claims of the Patents-in-Suit to issue. In so doing, it is presumed that Examiners used their knowledge of the art when examining the claims. *See K/S Himpp v. Hear-Wear Techs., LLC*, 751 F.3d 1362, 1369 (Fed. Cir. 2014). It is further presumed that Patent Examiners had experience in the field of the invention, and that the Patent Examiners properly acted in accordance with a person of ordinary skill. *In re Sang Su Lee*, 277 F.3d 1338, 1345 (Fed. Cir. 2002).
43. The claims of the ’107 Patent are novel and non-obvious, including over all non-cited art that is merely cumulative with the referenced and cited prior art. *See* 37 C.F.R. § 1.56(b) (information is material to patentability when it is not cumulative to information already of record in the application); *see also AbbVie Deutschland GmbH v. Janssen Biotech*, 759 F.3d 1285, 1304 (Fed. Cir. 2014); *In re DBC*, 545 F.3d 1373, 1382 (Fed. Cir. 2008). Likewise, the claims of the ’107 Patent are novel and non-obvious, including over all non-cited contemporaneous state of the art systems and methods, all of which would have been known to a person of ordinary skill in the art, and which were therefore presumptively also known and considered by the Examiners. *See, e.g., St. Clair I.P. Consultants v. Canon, Inc.*, 2011 WL 66166 at *6 (Fed. Cir. 2011); *In re Sang Su Lee*, 277 F.3d 1338, 1345 (Fed. Cir. 2002); *In re Koninklijke Philips Patent Litigation*, 2020 WL

7392868 at *19 (N.D. Cal. 2020); *Standard Oil v. American Cyanamid*, 774 F.2d 448, 454 (Fed. Cir. 1985) (persons of ordinary skill are presumed to be aware of all pertinent prior art).

THE ACCUSED INSTRUMENTALITIES

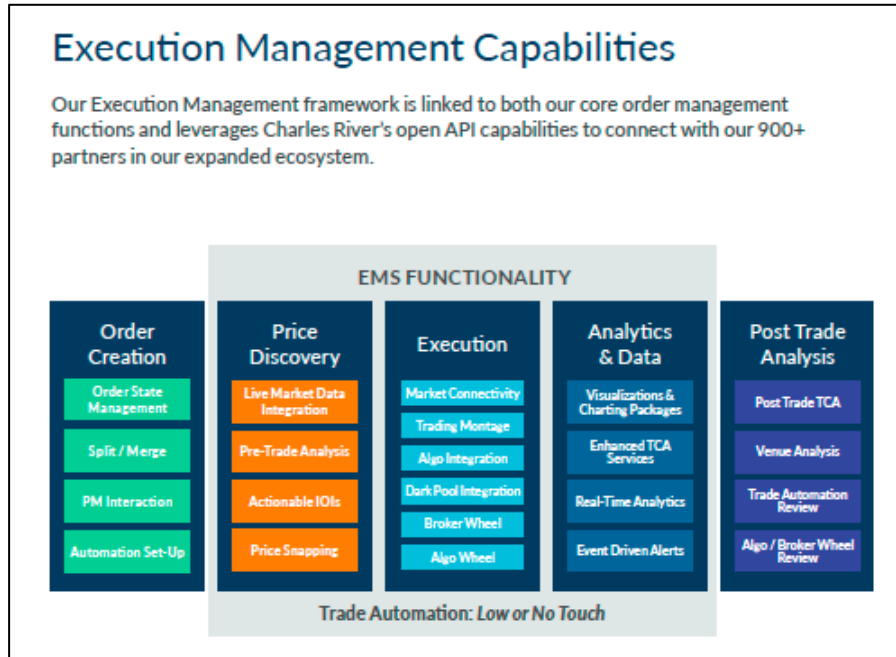
44. Upon information and belief, Defendant makes, sells, advertises, offers for sale, uses, or otherwise provides an apparatus and method for a consolidated trading platform covered by the Patents-in-Suit, including its Charles Rivers River Investment Management Solution (“IMS”) trading platforms and systems, as shown in Exhibit A, including its Order and Execution Management Systems (“OEMS”), and Investment Book of Record (“IBOR”) as represented below and described in Exhibits B and C respectively, and including all augmentations to these platforms or descriptions of platforms. Collectively, all the foregoing is referred to herein as the “Accused instrumentalities.”



See <https://www.crd.com/solutions/charles-river-ims/#form> (screenshot Defendant’s offering of Accused Instrumentalities).

COUNT I
Infringement of U.S. Patent No. 10,062,107

45. Plaintiff incorporates the above paragraphs by reference.
46. Defendant has been on actual notice of the '107 Patent at least as early as the date it received service of the Original Complaint in this litigation.
47. Plaintiff or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '107 patent, thus the damages period begins at least as early as six years prior to the date of service of the Original Complaint in this litigation.
48. Defendant manufactures, sells, offers for sale, owns, directs, and/or controls the operation of the Accused Instrumentalities and generates substantial financial revenues and benefits therefrom.
49. Defendant has directly infringed and continues to directly infringe the claims of the '107 Patent. As exemplary, Claim 1 is infringed by making, using, importing, selling, and/or offering for sale the Accused Instrumentalities. Defendant directly makes and sells the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing systems into service by directing or controlling the systems as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, with respect to the Accused Instrumentalities, Defendant:
 - (i) practices and provides a trading server, such as its trading servers coupled to one or more currency exchange servers, and one or more market exchange servers;



See Exhibit b, p. 3 (describing Defendant's Accused Instrumentalities).

- (ii) practices and provides receiving in the trading server an indicator of a preferred currency from a trader;
- (iii) practices and provides causing a client computer associated with the trader to display at least an asset in the preferred currency while the asset is being traded in a market currency, wherein said causing a client computer associated with the trader to display at least an asset in the preferred currency comprises;
- (iv) practices and provides conducting in the trading server a transaction of the asset by transmitting a transaction request from the trading server to a market exchange server when the trader decides to proceed with trading the asset;
- (v) practices and provides receiving a settlement notification in the trading server when the transaction of the asset is performed by the market exchange server in accordance with conditions set by the user, wherein the conditions include a price at which the asset is traded in the preferred currency, the trading server is configured to calculate

the prevailing exchange rate from all exchange rates obtained from the one or more currency exchange servers right before the transaction takes place when the asset is not priced in the preferred currency, and executes the transaction with the calculated prevailing exchange rate obtained at the transaction to prevent uncertainty in currency exchanges in another time; and

- (vi) practices and provides performing a currency conversion of some portion or all of the transaction from the market currency to the preferred currency when the preferred currency is not identical to the market currency, the conversion being performed with the calculated prevailing exchange rate.

50. Further on information and belief, Defendant directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States, including via its Internet domain web pages and/or software applications, as well as via its internal systems and interfaces. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and/or legal compliance necessarily requires Defendant to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer by virtue of its branding and marketing activities, which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities.

51. As shown above, Defendant is making, using, and offering for sale the Accused Instrumentalities.

52. Additionally, upon information and belief, Defendant owns, directs, and/or controls the infringing method operation of the Accused Instrumentalities.

53. On information and belief, the infringement of the '107 Patent by Defendant will now be willful through the filing and service of this Complaint. The '107 Patent is not expected to expire before October 28, 2033.
54. In addition or in the alternative, Defendant now has knowledge and continues these actions and it indirectly infringes by way of inducing direct infringement by others and/or contributing to the infringement by others of the '107 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, infringing services for use in systems that fall within the scope of the claims of the '107 Patent. This includes without limitation, one or more of the Accused Instrumentalities by making, using, importing offering for sale, and/or selling such services, Defendant injured Plaintiff and is thus liable to Plaintiff for infringement of the '107 Patent under 35 U.S.C. § 271.
55. Now with knowledge of the '107 Patent, Defendant induces infringement under Title 35 U.S.C. § 271(b). Defendant will have performed actions that induced infringing acts that Defendant knew or should have known would induce actual infringements. *See Manville Sales Corp. v. Paramount Sys., Inc.*, 917 F.2d 544, 553 (Fed.Cir.1990), quoted in *DSU Med. Corp. v. JMS Co.*, 471 F.3d 1293, 1306 (Fed.Cir.2006) (*en banc* in relevant part). “[A] finding of inducement requires a threshold finding of direct infringement—either a finding of specific instances of direct infringement or a finding that the accused products necessarily infringe.” *Ricoh*, 550 F.3d at 1341 (citing *ACCO Brands, Inc. v. ABA Locks Manufacturer Co.*, 501 F.3d 1307, 1313, (Fed. Cir. 2007).
56. Plaintiff will rely on direct and/or circumstantial evidence to prove the intent element. *See Fuji Photo Film Co. v. Jazz Photo Corp.*, 394 F.3d 1368, 1377 (Fed. Cir. 2005) (“A patentee may prove intent through circumstantial evidence.”); *Water Techs. Corp. v. Calco, Ltd.*, 850 F.2d 660, 668

(Fed. Cir. 1988) (“While proof of intent is necessary, direct evidence is not required; rather, circumstantial evidence may suffice.”).

57. Defendant has taken active steps to induce infringement, such as advertising an infringing use, which supports a finding of an intention for the accused product to be used in an infringing manner. *See Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 932, 125 S. Ct. 2764, 162 L. Ed. 2d 781 (2005) (explaining that the contributory infringement doctrine “was devised to identify instances in which it may be presumed from distribution of an article in commerce that the distributor intended the article to be used to infringe another’s patent, and so may justly be held liable for that infringement”).
58. In addition, on information and belief, and based in part upon the clear infringement by the Accused Instrumentalities, Defendant has a practice of not performing a review of the patent rights of others first for clearance or to assess infringement thereof prior to launching products and services. As such, Defendant has been willfully blind to the patent rights of Plaintiff.
59. The foregoing infringement on the part of Defendant has caused past and ongoing injury to Plaintiff. The specific dollar amount of damages adequate to compensate for the infringement shall be determined at trial but is in no event less than a reasonable royalty from the date of first infringement to the expiration of the ’107 Patent.
60. Each of Defendant’s aforesaid activities have been without authority and/or license from Plaintiff.

COUNT II
Infringement of U.S. Patent No. 10,776,863

61. Plaintiff incorporates the above paragraphs by reference.
62. Defendant has been on actual notice of the ’863 Patent at least as early as the date it received service of the Original Complaint in this litigation.

63. Plaintiff or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '863 patent, thus the damages period begins at least as early as six years prior to the date of service of the Original Complaint in this litigation.
64. Defendant manufactures, sells, offers for sale, owns, directs, and/or controls the operation of the Accused Instrumentalities and generates substantial financial revenues and benefits therefrom.
65. Defendant has directly infringed and continues to directly infringe the claims of the '863 Patent. As exemplary, Claim 1 is infringed by making, using, importing, selling, and/or offering for sale the Accused Instrumentalities. Defendant directly makes and sells the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing systems into service by directing or controlling the systems as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, with respect to the Accused Instrumentalities, Defendant practices and provides a trading server, such as the Defendant trading servers coupled to one or more currency exchange servers, such as Defendant servers, and one or more market exchange servers.
66. Further on information and belief, Defendant directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States, including via its Internet domain web pages and/or software applications, as well as via its internal systems and interfaces. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and/or legal compliance necessarily requires Defendant to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer

by virtue of its branding and marketing activities, which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities.

67. As shown above, Defendant is making, using, and offering for sale the Accused Instrumentalities.
68. Additionally, upon information and belief, Defendant owns, directs, and/or controls the infringing method operation of the Accused Instrumentalities.
69. On information and belief, the infringement of the '863 Patent by Defendant will now be willful through the filing and service of this Complaint. The '863 Patent does not expire before May 24, 2027.
70. In addition or in the alternative, Defendant now has knowledge and continues these actions and it indirectly infringes by way of inducing direct infringement by others and/or contributing to the infringement by others of the '863 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, infringing services for use in systems that fall within the scope of the claims of the '863 Patent. This includes without limitation, one or more of the Accused Instrumentalities by making, using, importing offering for sale, and/or selling such services, Defendant injured Plaintiff and is thus liable to Plaintiff for infringement of the '863 Patent under 35 U.S.C. § 271.
71. Now with knowledge of the '863 Patent, Defendant induces infringement under Title 35 U.S.C. § 271(b). Defendant will have performed actions that induced infringing acts that Defendant knew or should have known would induce actual infringements. *See Manville Sales Corp. v. Paramount Sys., Inc.*, 917 F.2d 544, 553 (Fed.Cir.1990), quoted in *DSU Med. Corp. v. JMS Co.*, 471 F.3d 1293, 1306 (Fed.Cir.2006) (*en banc* in relevant part). “[A] finding of inducement requires a threshold finding of direct infringement—either a finding of specific instances of direct

infringement or a finding that the accused products necessarily infringe.” *Ricoh*, 550 F.3d at 1341 (citing *ACCO Brands, Inc. v. ABA Locks Manufacturer Co.*, 501 F.3d 1307, 1313, (Fed. Cir. 2007)).

72. Plaintiff will rely on direct and/or circumstantial evidence to prove the intent element. *See Fuji Photo Film Co. v. Jazz Photo Corp.*, 394 F.3d 1368, 1377 (Fed. Cir. 2005) (“A patentee may prove intent through circumstantial evidence.”); *Water Techs. Corp. v. Calco, Ltd.*, 850 F.2d 660, 668 (Fed. Cir. 1988) (“While proof of intent is necessary, direct evidence is not required; rather, circumstantial evidence may suffice.”).
73. Defendant has taken active steps to induce infringement, such as advertising an infringing use, which supports a finding of an intention for the accused product to be used in an infringing manner. *See Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 932, 125 S. Ct. 2764, 162 L. Ed. 2d 781 (2005) (explaining that the contributory infringement doctrine “was devised to identify instances in which it may be presumed from distribution of an article in commerce that the distributor intended the article to be used to infringe another’s patent, and so may justly be held liable for that infringement”).
74. In addition, on information and belief, and based in part upon the clear infringement by the Accused Instrumentalities, Defendant has a practice of not performing a review of the patent rights of others first for clearance or to assess infringement thereof prior to launching products and services. As such, Defendant has been willfully blind to the patent rights of Plaintiff.
75. The foregoing infringement on the part of Defendant has caused past and ongoing injury to Plaintiff. The specific dollar amount of damages adequate to compensate for the infringement shall be determined at trial but is in no event less than a reasonable royalty from the date of first infringement to the expiration of the ’863 Patent.
76. Each of Defendant’s aforesaid activities have been without authority and/or license from Plaintiff.

COUNT III
Infringement of U.S. Patent No. 11,449,930

77. Plaintiff incorporates the above paragraphs by reference.
78. Defendant has been on actual notice of the '930 Patent at least as early as the date it received service of the Original Complaint in this litigation.
79. Plaintiff or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '930 patent, thus the damages period begins at least as early as six years prior to the date of service of the Original Complaint in this litigation.
80. Defendant manufactures, sells, offers for sale, owns, directs, and/or controls the operation of the Accused Instrumentalities and generates substantial financial revenues and benefits therefrom.
81. Defendant has directly infringed and continues to directly infringe the claims of the '930 Patent. As exemplary, Claim 12 is infringed by making, using, importing, selling, and/or offering for sale the Accused Instrumentalities. Defendant directly makes and sells the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing systems into service by directing or controlling the systems as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, with respect to the Accused Instrumentalities, Defendant provides a trading server, such as the Defendant trading servers coupled to one or more currency exchange servers, such as Defendant servers, and one or more market exchange servers.
82. Further on information and belief, Defendant directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States, including via its Internet domain web pages and/or software applications, as well as via its internal systems and interfaces. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused

Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and/or legal compliance necessarily requires Defendant to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer by virtue of its branding and marketing activities, which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities.

83. As shown above, Defendant is making, using, and offering for sale the Accused Instrumentalities.
84. Additionally, upon information and belief, Defendant owns, directs, and/or controls the infringing method operation of the Accused Instrumentalities.
85. On information and belief, the infringement of the '930 Patent by Defendant will now be willful through the filing and service of this Complaint. The '930 Patent does not expire before April 18, 2027.
86. In addition or in the alternative, Defendant now has knowledge and continues these actions and it indirectly infringes by way of inducing direct infringement by others and/or contributing to the infringement by others of the '930 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, infringing services for use in systems that fall within the scope of the claims of the '930 Patent. This includes without limitation, one or more of the Accused Instrumentalities by making, using, importing offering for sale, and/or selling such services, Defendant injured Plaintiff and is thus liable to Plaintiff for infringement of the '863 Patent under 35 U.S.C. § 271.
87. Now with knowledge of the '930 Patent, Defendant induces infringement under Title 35 U.S.C. § 271(b). Defendant will have performed actions that induced infringing acts that Defendant knew or should have known would induce actual infringements. *See Manville Sales Corp. v. Paramount*

Sys., Inc., 917 F.2d 544, 553 (Fed.Cir.1990), quoted in *DSU Med. Corp. v. JMS Co.*, 471 F.3d 1293, 1306 (Fed.Cir.2006) (*en banc* in relevant part). “[A] finding of inducement requires a threshold finding of direct infringement—either a finding of specific instances of direct infringement or a finding that the accused products necessarily infringe.” *Ricoh*, 550 F.3d at 1341 (citing *ACCO Brands, Inc. v. ABA Locks Manufacturer Co.*, 501 F.3d 1307, 1313, (Fed. Cir. 2007)).

88. Plaintiff will rely on direct and/or circumstantial evidence to prove the intent element. *See Fuji Photo Film Co. v. Jazz Photo Corp.*, 394 F.3d 1368, 1377 (Fed. Cir. 2005) (“A patentee may prove intent through circumstantial evidence.”); *Water Techs. Corp. v. Calco, Ltd.*, 850 F.2d 660, 668 (Fed. Cir. 1988) (“While proof of intent is necessary, direct evidence is not required; rather, circumstantial evidence may suffice.”).
89. Defendant has taken active steps to induce infringement, such as advertising an infringing use, which supports a finding of an intention for the accused product to be used in an infringing manner. *See Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 932, 125 S. Ct. 2764, 162 L. Ed. 2d 781 (2005) (explaining that the contributory infringement doctrine “was devised to identify instances in which it may be presumed from distribution of an article in commerce that the distributor intended the article to be used to infringe another’s patent, and so may justly be held liable for that infringement”).
90. In addition, on information and belief, and based in part upon the clear infringement by the Accused Instrumentalities, Defendant has a practice of not performing a review of the patent rights of others first for clearance or to assess infringement thereof prior to launching products and services. As such, Defendant has been willfully blind to the patent rights of Plaintiff.
91. The foregoing infringement on the part of Defendant has caused past and ongoing injury to Plaintiff. The specific dollar amount of damages adequate to compensate for the infringement

shall be determined at trial but is in no event less than a reasonable royalty from the date of first infringement to the expiration of the '930 Patent.

92. Each of Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Intercurrency Software LLC respectfully requests the Court enter judgment against Defendant as follows:

1. Declaring that Defendant has infringed the Patents-in-Suit;
2. Awarding Plaintiff its damages suffered because of Defendant's infringement of the Patents-in-Suit;
3. Enter a judgment awarding treble damages pursuant to 35 U.S.C. §284 for Defendant's willful infringement of the Patents-in-Suit;
4. Awarding Plaintiff its costs, reasonable attorneys' fees, expenses, and interest; and
5. Granting Plaintiff such further relief as the Court finds appropriate.

JURY DEMAND

Plaintiff demands trial by jury, under Fed. R. Civ. P. 38.

Respectfully Submitted

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